

# JK DMC Services

## General terms & conditions

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### Definition:

- The supplier:  
JK DMC Services (hereinafter called JK DMC) is a destination management company rendering services to third parties (hereinafter called “the client”). “Services” is defined as: knowledge of local products, logistics, coördination, on-site management and services provided by sub-contractors.
- The client:  
The client is the organizer or person, who instructs JK DMC to provide local services for travel arrangements such as reservations for: hotels, restaurants, transportation, excursions, catering, venues, guides, attractions and other DMC related services.

### Proposals, prices, purchase order & contract:

- These Terms & Conditions apply to all services rendered by JK DMC and are attached to the first proposal to all clients.
- These general terms and conditions govern the legal relationship between JK DMC and the client.
- Prices quoted are net, non-commissionable in euros (€) per person or service only valid for the group/project under reference and can be subject to change until a final contract is duly signed by JK DMC and the client.
- In case of governmental amendments or tax adjustments (such as city taxes, cultural taxes and others), the contracted prices can be changed without prior notice.
- Fuel prices may fluctuate between the date of the booking and the date of the travel, and can be significant costs for larger vehicles. These costs are largely unpredictable and beyond our control. JK DMC may assess a fuel surcharge on all vehicles to help cover the increased cost of diesel fuel at the time.
- Proposals are valid for 30 days, After 30 days prices can be revoked without notice.
- When a proposal is accepted by the client, JK DMC will provide a purchase order (PO) featuring an itemized survey of all services requested plus a contract. The contract reflects all services as per PO with deadlines for payments and cancelation policy.
- The contract must be duly signed by the client and JK DMC, no later than the deadline as per contract. If this deadline is not honored, JK DMC has the right to revoke all prices and cancel all services on behalf of the client thusfar.

- By signing the contract the clients agrees to have read and understood the content of the General Terms & Conditions of JK DMC Services.
- As per April 1, 2015, all travel related services in the European Union are subject to the "Tour Operator Marin Scheme". VAT (added value tax) will not feature separately on our invoices. VAT can not be reclaimed.

#### Payments:

- JK DMC requires full pre-payment , via banktransfer (bankdetails: see below) for all services as per purchase order & contract.
- 3% bankcharges is added to all invoices
- Extra charges, not featuring on the purchase order and invoiced through JK DMC, will carry a surcharge of 15% handling fee. Unless otherwise agreed all extra charges must be paid to JK DMC within fifteen days after the invoice date.
- JK DMC remains the right to cancel services in case deadlines for payments are not honored.
- Refunds: Bank charges of € 50,00 per refund will be charged.
- In the event of overdue payment, the client will be in immediate default and required to pay statutory interest over the outstanding sum. The client is furthermore required to reimburse extra-judicial costs, including the costs incurred for fixing the damage and liability and the costs for ensuring extra-judicial payments, fixed at 15% of the principal sum, with a minimum of Euro 75,00.
- Bankdetails:
 

|                |                                      |
|----------------|--------------------------------------|
| Name           | : ING Bank                           |
| Address        | : Bijlmerplein 79, 1102 BH Amsterdam |
| Account name.  | : JK DMC Services                    |
| IBAN number    | : NL22 INGB 0674 8326 98             |
| SWIFT/BIC code | : INGBNL2A                           |

#### General payment conditions:

- 1st. deposit: 15% non-refundable of the total purchase order/contract amount upon signing date of the contract.
- 2nd. deposit: 25% of the total purchase/contract amount: 90 days prior to the event
- 3rd. deposit: 50% of the total purchase/contract amount: 60 days prior to the event
- 4th. Deposit: 10% of the total purchase order/invoice amount: 21 days prior to the event

#### Cancellation policy:

- Deadline for cancellation without penalty: 3 months prior to the event. Based on the most recent contract specifications the following applies:
  - more than 90 days prior to event: no penalty (except 1st deposit)
  - more than 60 days prior to event: 20% of the total contract amount
  - more than 30 days prior to event: 40% of the total contract amount
  - more than 21 days prior to event: 70% of the total contract amount
  - more than 14 days prior to event: 80% of the total contract amount
  - more than 07 days prior to event: 100% of the total contract amount

*Note: per purchase order and contract; percentages and deadlines may vary, according to specific requirements per sub-contractor.*

#### Liability:

- JK DMC acts only in the capacity of intermediary between the client, his passengers and sub-contractor. JK DMC will do all possible to safeguard the interests of the client and the passengers which is reasonable under the given circumstances.
- JK DMC accepts no liability for acts and/or omissions committed by the sub-contractor in providing the service, or for the accuracy of the information provided by the sub-contractor
- JK DMC is not liable for any defaults and delays caused by the sub-contractor for any reason whatsoever and any damage arising there from. This will include but not be restricted to delays by technical breakdowns of the vehicle, weather conditions, traffic congestions, strikes and or blockades, the failure to catch connecting transportation, overbooking, amendments to or the cancellation of travel arrangements of the sub-contractor.
- JK DMC will take actions to deal promptly and courteously with any problem or complaint from the passenger regarding the provided services. Thus maintain the good names of both the client and JK DMC. JK DMC will need to be informed by the agent within 30 days after the departure of the passenger, about any complaints in order to take the necessary steps to investigate the complaint.
- If JK DMC is guilty of any default or shortcoming which justifies rescission of the agreement under section 6:265 of the Netherlands Civil code, its liability for the damage suffered by the client and/or passenger is restricted to the maximum of the travel sum quoted on the invoice. If the agreement is rescinded on those grounds, JK DMC is furthermore required to retribute any deposits received.
- The exclusions and restrictions described above will also be applicable to the staff of JK DMC

#### Force Majeure:

- Force majeure refers to circumstances which obstruct execution of the contract and which are not attributable to JK DMC. These include (among others): strikes in companies other then JK DMC, traffic hindrances, (general) transport problems and technical difficulties of any nature.
- JK DMC reserves the right to refer to force majeure if the circumstance which prevents execution of the contract occurs after JK DMC should have executed the contract.
- In cases of force majeure, JK DMC is entitled to defer execution of the contract. Should the period of force majeure last longer than 60 days, both parties are entitled to rescind the contract without liability for damages.
- Should the force majeure occur after JK DMC has executed the contract in part, JK DMC is entitled to invoice the client for that part and the client must settle this invoice in compliance with specificatins under “payments”.
- JK DMC cannot be held responsible for delays, postponement, cancelation of services due to circumstances that are out of the ordinary and/or unforeseeable and therefore cannot be corrected or avoided. This can include, but is not limited to: terrorism, natural disasters, extreme weather conditions, strikes, terrorism, political instability or circumstances that resulted thereon. JK DMC will notify passengers and client immediately should any of the above occur and assist to manage a smooth operation to the best of her ability.

*Note: JK DMC advises clients and participants to personally contract sufficient insurance coverage.*

#### Site inspections:

- Services for site inspections are provided by JK DMC on the basis of net-cost per service. JK DMC will set-up the program for the site-inspection based on the input of the client and negotiate the best possible prices and rates. On-site staff is provided at € 65,- per hour per staff. If JK DMC is awarded with the business and contracts are signed, all staff expenses of the site-inspection will be refunded to the client and feature as “credit” on the final invoice.

#### VZR Garant:

- In order to meet its statutory obligation to provide a guarantee, JK DMC makes use of the guarantee scheme provided by VZR Garant ([www.vzr-garant.nl/en](http://www.vzr-garant.nl/en)). You can check that this is the case by visiting VZR Garant's website and verifying that the organisation is listed as a participant. VZR Garant's guarantee applies within the limits of its Guarantee Scheme (which can be found on VZR Garant's website). The Guarantee Scheme specifies the exact (travel) offering to which VZR Garant's guarantee applies and what the guarantee entails. If services are not provided due to the financial insolvency of JK DMC, you can contact VZR Garant, which has its offices at Torenallee 20, 5617 BC Eindhoven, Netherlands, by sending an email to [info@vzr-garant.nl](mailto:info@vzr-garant.nl) or calling +31 (0)85 13 07 630.
- VZR Garant is effective on all bookings placed after January 1st 2022